

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

AGROCOOPERATIVE LTD,	§	
	§	
Plaintiff,	§	
	§	CIVIL ACTION 14-cv-01707
vs.	§	
	§	IN ADMIRALTY, Rule 9(h)
SONANGOL SHIPPING ANGOLA	§	
(LUANDA) LIMITADA, <i>et al.</i> ,	§	
	§	
Defendants and Garnishees.	§	

**MEMORANDUM SUPPORTING MOTION FOR
ORDER AUTHORIZING ISSUANCE OF
PROCESS OF MARITIME ATTACHMENT AND GARNISHMENT**

Plaintiff Agrocooperative LTD (“Agro”) has moved pursuant to Supplemental Rule B of the Federal Rules of Civil Procedure for this Court to issue process of maritime attachment and garnishment for property of Defendant Sonangol Shipping Angola (Luanda) Limitada (“Sonangol Shipping”) and Sonangol EP held or controlled by Daewoo Shipbuilding & Marine Engineering Co., Ltd. (“Daewoo”).

This Court should grant the motion. The motion is based on the verified complaint, filed June 18, 2014 [Dkt. No. 1], and the Amended Verified Complaint filed August 8, 2014 [Dkt. No. 12] (collectively, the “complaint”). In the complaint, Plaintiff alleges that on or about September 9, 2009, Agro and Sonangol Shipping entered into a Time Charter Party (the “2009 Time Charter”) pursuant to which Agro and Sonangol Shipping entered into a Time Charter Party (the “2009 Time Charter”), pursuant to which Agro agreed to charter the Vessel, owned by Sonangol EP, to Sonangol Shipping from September 9, 2009 through December 15, 2009 with an optional extension through March 15, 2010. The 2009 Time Charter was extended four additional times by mutual agreement between Agro and Sonangol Shipping.

Before the conclusion of the fourth extension to the 2009 Time Charter, the parties entered into a new Time Charter Party on October 21, 2011 (the “2011 Time Charter”).

Sonangol Shipping redelivered the Vessel to Agro on November 15, 2011 and the 2011 Time Charter commenced on November 16, 2011 for a period of 12 months. The 2011 Time Charter was extended five times by mutual agreement between Agro and Sonangol Shipping.

Sonangol Shipping failed to redeliver the Vessel to Agro on February 15, 2014 as it was contractually required to do and failed to pay the daily charter hire as agreed and as set forth in the 2011 Time Charter.

On information and belief, Daewoo has, or will soon have, in its possession, custody, or control property of Sonangol Shipping and/or Sonangol EP. Daewoo operates in this District, has its principal place of business in this District, and has an agent appointed for service of process in this District.

Defendants Sonangol Shipping and Sonangol EP cannot be found within this District pursuant to Rule B, and this Court therefore should issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of their tangible or intangible property or any other funds held by Daewood and on behalf Sonangol Shipping and Sonangol EP, up to the amount of at least the amount demanded in the complaint to secure Plaintiff’s claim, and that all persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint.

WHEREFORE, Agrocooperative LTD respectfully requests this Court grant its motion.

Dated: January 12, 2015.

Respectfully Submitted,

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Attorneys for Agrocooperative LTD

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of January 2015, a true and complete copy of the foregoing document was served via the Court's CM/ECF's system for service on all counsel of record.

/s/ Marios J. Monopolis